

pursuant to the Military and Veterans Code shall be entitled to salary or compensation from the City for the period of such leave. Any employee who is going to take such leave shall, not less than 7 days prior to the date of commencement of the leave, report to the Director of Finance in writing the employee's name, department, name and location of military unit, dates when military leave will be taken, and place where such employee will be stationed during such leave. The employee shall also report the estimated amount of salary or compensation the employee expects to receive for such military duties. Upon return from temporary military leave, the employee shall either (1) assign to the City the military paycheck, in which case the employee's next City paycheck would be in the amount to which the employee would have been entitled without deduction on account of military leave; or (2) present to the City a pay voucher signed by the appropriate military authorities indicating the amount of salary or compensation received for such temporary military leave, in which case the employee's next City paycheck shall reflect a deduction from the amount to which the employee would have otherwise been entitled in the amount of the military salary or compensation for the temporary leave.

#### Section 17.7 Industrial Disability Leave

(a) Public safety personnel. Industrial disability leave for personnel in the police and fire departments shall be governed by Section 4850 of the Labor Code as presently constituted or subsequently amended.

(b) Other personnel. Except for employees covered under subsection (a), any regular employee of the City who has suffered any disability arising out of or in the course of employment, as defined by the workers' compensation laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to a maximum of 60 days. Such disability leave with pay may be extended by the City Manager not to exceed one year. The City Manager may call for medical examinations as frequently as he/she deems necessary to confirm the continuing disability. The examinations shall be performed by a physician selected by the City. The City may terminate industrial disability leave if a disability retirement is initiated.

#### Section 17.8 Jury Duty Leave, Leave for Court Appearances

(a) Any employee who is called to serve as a trial juror shall be entitled to leave during the period of such service or while necessarily being present in court as a result of such call. Under such circumstances, the employee shall be paid the difference between full salary and any payment received, except travel pay, for such duty.

(b) When, in the opinion of the department head, or of the City Manager where the employee is a department head, an employee's absence from duty would pose an

undue burden or hardship upon the efficient operation of the department, the department head or the City Manager may request relief from the appropriate agency for the employee serving as a juror.

(c) An employee who has been subpoenaed as a witness in an official City capacity shall be paid the employee's regular salary, less any witness fee received.

#### Section 17.9 Catastrophic Leave

Employees of this bargaining unit may voluntarily donate vacation leave, holiday leave and compensatory time off to a common bank from which other employees in the bargaining unit may draw in case of their personal illness when they have exhausted sick leave. Catastrophic illness or injury shall be defined for this purpose to mean a life threatening or debilitating illness or injury. The City may require that the catastrophic nature of the condition be confirmed by a doctor's report. Donated leave will be credited to the receiving employee's sick leave balance on an hour for hour basis and shall be paid at the rate of pay of the receiving employee.

#### Section 18. Health and Welfare

##### Section 18.1 Health and Welfare Trust Fund

For purposes of providing health and welfare benefits for regular full-time and permanent part-time employees subject to this MOU the City shall contribute an agreed upon amount to the "Teamsters Local Union No. 856 Health and Welfare Fund" on a monthly basis on behalf of each eligible employee for actual costs incurred by such Fund to provide and maintain as existing levels of coverage hospital, medical, dental care, prescription drugs, vision care, and retiree health benefits.

(a) Effective 11/1/01 the City will contribute up to \$616.00 per month per employee toward Health and Welfare coverage, upon receipt of documentation of cost increases from the Teamsters Health and Welfare Trust Fund.

(b) Effective 11/1/02, the City's monthly contribution may increase by up to four percent (4%) upon receipt of documentation of cost increases.

(c) Effective 11/1/03, the City's monthly contribution may increase by up to four percent (4%) upon receipt of documentation of cost increases.

(d) In recognition that the current contribution rate for health & welfare premiums is \$38.00 lower than the projected \$616.00 rate level for year 2001, the City agrees allow this \$38.00 carryover credit balance to be used to offset future premium increases which may exceed the identified annual 4% adjustments. This continues the process of providing for a carryover credit when actual costs required by the Fund do not exceed the